

### Republic of the Philippines PROVINCE OF ZAMBOANGA DEL NORTE Municipality of Siayan



### OFFICE OF THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF SIAYAN, ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 3RD DAY OF OCTOBER 2022.

PRESENT:	
Hon. Raul P. Dominise, Presiding Officer Pro-Tempore Hon. Daisy A. Limbang, Majority Floor Leader Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader Hon. Roel J. Fabiran, Hon. Rey L. Anugon Hon. Wencito B. Intoy, Hon. Billynel C. Catig, Hon. Maribel C. Okay, LIGA President	Sangguniang Bayan Member -dodododododo-
HOD JOHNNY C ARLIGOR ST IRAAR	-do-
ABSENT:	-do-
Hon. Josecor S. Gepolongca, Presiding Officer Hon. Estrella S. Zapatos, Minority Floor Leader Hon. Phil A. Saraga, SK Fed. President	Municipal Vice Mayor -dodo-

### "RESOLUTION NO. 236 Series of 2022

RESOLUTION AUTHORIZING THE HONORABLE MUNICIPAL MAYOR ALBERTO J. BONGCAWEL REPRESENTING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE PRODUCERS SAVINGS BANK CORPORATION, SIAYAN BRANCH FOR SALARY LOAN SCHEME.

WHERERAS, submitted before this august body for review and proper disposition was letter of Mr. Chris J. Dunque, Branch Head of Producers Savings Bank Corporation, Siayan Branch, wherein the said bank offered services to local officials and employees of this local government unit for salary loan, he further requested to authorize the Municipal Mayor Alberto J. Bongcawel to sign and enter into a Memorandum of Agreement (MOA) between for the said salary loan scheme;

WHEREFORE, premised of the foregoing consideration, and on motion of Hon. Daisy A. Limbang, duly seconded by Hon. Rey L. Anugon, it was

RESOLVED, as this body hereby resolved by AUTHORIZING THE HONORABLE MUNICIPAL MAYOR ALBERTO J. BONGCAWEL REPRESENTING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE PRODUCERS SAVINGS BANK CORPORATION, SIAYAN BRANCH FOR SALARY LOAN SCHEME.

RESOLVED FINALLY, to furnish copies of this resolution to all offices concerned for information, reference and appropriate action.

Carried unanimously"

I HEREBY CERTIFY to the correctness of the foregoing Resolution.

WILFREDO Q. DOMPALES Sangguniang Bayan Secretary

CERTIFIED CORRECT AS TO ITS PASSAGE:

> AUL P. DOMINISE Sanggurlang Bayan Member (Presiding Officer Pro-Tempore)

### **MEMORANDUM OF AGREEMENT**

## KNOW ALL MEN BY THIS PRESENTS

This Memorandum of Agreement made and entered into by and between:

The PRODUCERS SAVINGS BANK CORPORATION ("Producers Bank"), a private corporation established pursuant to existing laws, with principal business address at 17" AIC Burgundy Empire Tower, ADB avenue corner Sapphire street., Ortigas Center, 1605 Pasig City, represented herein by its Vice President - Retail Banking Group Head 5, ATTY. EDEN BETH E. MILLANES, CPA, hereinafter referred to as the FIRST PARTY;

-and-

MUNICIPALITY OF SIAYAN, with principal business address at Poblacion, Siayan, Zamboanga del Norte, herein represented by its officer, Mayor ALBERTO J. BONGCAWEL, hereinafter referred to as the SECOND PARTY:

#### WITNESSETH

WHEREAS, the FIRST PARTY is a savings banking institution duly organized and existing under Philippine laws with principal office and business address in 17<sup>/F</sup> AIC Burgundy Empire Tower, ADB Avenue cor. Sapphire St., Ortigas Center, 1605 Pasig City, Philippines;

WHEREAS, the FIRST PARTY is authorized to extend financial assistance to private and public employees under RA No. 3779 (Savings and Loan Association Act), as amended;

WHEREAS, the SECOND PARTY is a GOVERNMENT INSTITUTION, with  $\underline{107}$  regular employees and  $\underline{10}$  elected officials.

WHEREAS, a substantial number of the second party's regular employees and elected officials desire to avail of the credit/loan facilities of the party;

WHEREAS, the FIRST PARTY is highly willing to extend credit/ loan accommodation to said regular employees subject to certain conditions as herein below set forth;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto have voluntarily agreed and covenanted as follows:

### I. OBLIGATION OF THE PARTIES:

### A. The FIRST PARTY shall:

- 1. Extend up-to three (3) years credit/ loan to the regular employees of the second party subject to its implementing guidelines and another approved terms and conditions;
- 2. Provide the Second Party a copy of documents signed by the employee borrower authorizing the Second Party to deduct from his/her salary amortizations;
- 3. Provide the Second Party the list of approved salary loan applications, including the loan amount, date of release and amortization schedule.

#### B. The SECOND PARTY shall:

Matters of collection and remittances are specifically assigned to Payroll Department.

 Collect or cause the collection of the instruments/ monthly amortization due on the loans of their employee- borrowers through automatic salary deductions, to commence on the payroll date immediately succeeding the



- Remit to the First Party not later than five working days from Payroll date the employee-borrowers payments made out of the automatic salary deductions; and
- In case of the borrowers default due to resignation, death, dismissal, transfer or separation from the Second Party, collect or cause the collection from the co-makers the amount required to cover the outstanding balance of the loan upon receipt of notice from the First Party.

#### II. OTHER CONDITIONS:

- 1. **Manner of Release**. The loan shall be released in lump sum to the total employee-borrower and shall be credited to his/her account to be opened at the First Party's Branch in Siayan, Poblacion, Siayan, Zamboanga del Norte.
- 2. **Determination of Eligibility**. Anything in this Agreement to the contrary notwithstanding the determination of borrower's eligibility shall be the sole prerogative of the First Party.
- 3. Supplemental and Amendment. At anytime and from time to time, the parties hereto may execute a supplemental or amendment hereto to the purpose of adding provisions to, or changing or eliminating provisions of this agreement as maybe mutually agreed upon.
- 4. Effectivity. This agreement shall be effective from the date of execution hereof and shall remain in full force and effective unless terminated by any of the parties hereto upon thirty (30) days prior notice to the other, provided however, that this agreement shall continue to be effect with respect to the obligation borrowers and co-makers hereunder as long as there are still outstanding or unpaid loans.

IN WITNESS WHEREOF, the parties hereunto set their hands this day of, 2022 at,		
PRODUCERS SAVINGS BANK (FIRST PARTY)	MUNICIPALITY OF SIAYAN, ZDN (SECOND PARTY)	
By:	By:	
ATTY. EDEN BETH E. MILLANES, CPA Vice President Retail Banking Group Head 5	ALBERTO J. BONGCAWEL Municipal Mayor	

SIGNED IN THE PRESENCE OF

CHRIS J. DUNQUE Branch Head JOLISA O. WAHING Mun. Accountant

# **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILLIPPINES) Municipality of Siayan, Zamboanga del Norte) S.S.

BEFORE ME, a Notary Pu Norte this day of	blic for and within Municipality of Siayan, Zamboanga del , 2022 personally appeared:
Name/Corp. Co	om. Tax Cert. No.Date/Place Issued
ATTY. EDEN BETH E. MILLANES ALBERTO J. BONGCAWEL	S
Known to me to be the sam	ne persons who executed the foregoing document and same is their true and voluntary act and deed and that of the
This document consists of Tacknowledgement is written.	THREE (3) pages including this page whereon this
	Notary Public
Doc. No: Page No: Book No: Series of 2022	